

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yaesu Musen Co., Ltd.		01/01/2012	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Vertex Standard LMR, Inc.		
Street Address:	4-8-8 Naka-Meguro, Meguro-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	153-8644		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0660451	STANDARD	
Registration Number:	1628035	STANDARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	karen.r.levy@motorolasolutions.com		
Correspondent Name:	Jonathan P. Meyer		
Address Line 1:	1303 E. Algonquin Road		
Address Line 4:	Schaumburg, ILLINOIS 60196		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$65.00 0660451

TRADEMARK

NAME OF SUBMITTER:	Jonathan P. Meyer
Signature:	/jpm/
Date:	11/09/2012

Total Attachments: 46

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**INTELLECTUAL PROPERTY ASSIGNMENT
AND CROSS-LICENSE AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND CROSS-LICENSE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2012 (the "Effective Date"), by and between Vertex Standard LMR, Inc., a corporation established under the laws of Japan, having its principal place of business at 4-8-8 Naka-Meguro, Meguro-ku, Tokyo 153-8644, formerly known as MI, Inc. ("New Vertex"), and Yaesu Musen Co., Ltd, a corporation organized under the laws of Japan, having its principal place of business at Tennozu Park Side Building 2-5-8, Higashi-Shinagawa Shinagawa-ku, Tokyo, formerly known as Vertex Standard Co., Ltd. ("Yaesu") (each of New Vertex and Yaesu a "Party," and collectively both the "Parties"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in Exhibit A of that certain Asset Purchase Agreement effective as of November 19, 2011 (the "Asset Purchase Agreement"), by and among Yaesu, New Vertex and Toko Giken Co., Ltd., a corporation organized under the laws of Japan ("Toko Giken").

RECITALS

WHEREAS, New Vertex and Toko Giken were, prior to the Effective Date, owners of all ownership shares in Yaesu;

WHEREAS, pursuant to the Asset Purchase Agreement, New Vertex, Toko Giken and Yaesu have agreed that Yaesu shall transfer (and, where applicable, shall cause the Retained Subsidiaries (as defined below) to transfer) to New Vertex Group all of the Transferred Assets, which include, without limitation, the Assigned Intellectual Property Assets (as defined below);

WHEREAS, in accordance with the Asset Purchase Agreement, New Vertex and Yaesu wish to enter into this Agreement to effect the transfer of all rights, title and interest owned or otherwise held by Yaesu and/or the Retained Subsidiaries in the Assigned Intellectual Property Assets, mutual cross-licenses between New Vertex and Yaesu to the Licensed Intellectual Property Assets (as defined below), and transitional trademark licenses to each other, all as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 "Affiliate" means, in the case of any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

1.2 "AMR Assigned Intellectual Property Assets" has the meaning set forth in Section 2.2.

1.3 "AMR Assigned Non-Patent Intellectual Property Assets" means all of the following that are owned, co-owned (if any is co-owned), or subject to any right or claim of ownership or co-ownership by Vertex USA immediately before the Effective Date: (a) any and all Non-Patent Intellectual Property Assets listed on *Schedule 1 of Exhibit A*; and (b) any and all rights with respect to any of the foregoing.

1.4 "AMR Assigned Patent Assets" means all of the following that are owned, co-owned (if any is co-owned), or subject to any right or claim of ownership or co-ownership by Vertex USA immediately before the Effective Date: (a) any and all Patents listed on *Schedule 2 of Exhibit A*; and (b) any and all rights with respect to any of the foregoing.

1.5 "AMR Assigned Trademarks" means all of the following that are owned by Vertex USA immediately before the Effective Date: (a) any and all Trademarks listed on *Schedule 3 of Exhibit A*; (b) any and all applications and registrations thereof in Japan, the United States and anywhere else in the world; and (c) any and all rights with respect to any of the foregoing.

1.6 "AMR Field" means the field of the AMR Business (as defined in the Asset Purchase Agreement).

1.7 "Article" means, except solely if any reference to an "Article" is expressly associated with regard to any other identified source, any of the numbered "ARTICLES" in this Agreement.

1.8 "Assigned Party" means: (i) New Vertex with regard to the assignment under Section 2.1, or (ii) Yaesu with regard to the assignment under Section 2.2.

1.9 "Assigning Party" means: (i) Yaesu and each Retained Subsidiary with regard to the assignment under Section 2.1, or (ii) Vertex USA with regard to the assignment under Section 2.2.

1.10 "Assigned Intellectual Property Assets" means, with regard to the assignment under Section 2.1, LMR Assigned Intellectual Property Assets and, with regard to the assignment under Section 2.2, AMR Assigned Intellectual Property Assets.

1.11 "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq.*; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world, which expressly include rights set forth in Articles 27 and 28 of the Japanese Copyright Act; and (d) all rights in and to any of the foregoing.

1.12 "CR Analog Radios Products" means: Radios and associated products that operate on licensed frequencies and operate using less than 5 watts of power. The radios include a form of automatic identification signal that is transmitted at the start of every transmission. The radios operate on the following frequencies - Analog 154.450-154.610MHz, 465.0375-465.150MHz, 468.550-468.850MHz and 348.5625-348.775MHz.

1.13 "Derivative(s)" means: (a) for copyrightable or copyrighted material, any translation (including translation into other computer languages), port, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted or which would otherwise constitute a derivative work under the United States Copyright Act or similar laws of Japan; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret law, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret law.

1.14 "Exhibit" means, except solely if any reference to an "Exhibit" is expressly associated with regard to any other identified source, any of the "Exhibits" attached hereto, all of which shall be deemed to be a part of this Agreement.

1.15 “Group” means either the New Vertex Group or the Yaesu Group, as the context requires.

1.16 “Intellectual Property” means all rights in Copyrights, Patents, Mask Works, Technology and any other proprietary rights relating to intangible property anywhere in the world, and all registrations and applications related to any of the foregoing and analogous rights thereto anywhere in the world, but excluding all rights in Trademarks.

1.17 “Intellectual Property License” means (i) the license under Section 3.1 if the term is used with regard to New Vertex as the Licensing Party or any member of the Yaesu Group as the Licensed Party, or (ii) the license under Section 3.2 if the term is used with regard to Yaesu as the Licensing Party or any member of the New Vertex Group as the Licensed Party.

1.18 “Licensed Field” means: (i) if the term is used in reference to the license granted under Section 3.1, the AMR Field, or (ii) if the term is used in reference to the license granted under Section 3.2, the LMR Field.

1.19 “Licensed Intellectual Property Assets” means: (i) if the term is used with reference to the license granted under Section 3.1, the New Vertex Licensed Intellectual Property Assets, or (ii) if the term is used with reference to the license under Section 3.2, the Yaesu Licensed Intellectual Property Assets.

1.20 “Licensed Party” means: (i) Yaesu and each Retained Subsidiary with regard to the license under Section 3.1, or (ii) New Vertex and each member of the New Vertex Group with regard to the license under Section 3.2.

1.21 “Licensing Party” means: (i) New Vertex with regard to the license under Section 3.1, or (ii) Yaesu with regard to the license under Section 3.2.

1.22 “LMR Assigned Intellectual Property Assets” has the meaning set forth in Section 2.1.

1.23 “LMR Assigned Non-Patent Intellectual Property Assets” means all of the following that are owned, co-owned (if any is co-owned), or subject to any right or claim of ownership or co-ownership by Yaesu and/or any Retained Subsidiary immediately before the Effective Date, except solely for any Retained Non-Patent Intellectual Property Asset: (a) any and all Non-Patent Intellectual Property Assets listed on *Schedule 1 of Exhibit B*; and (b) any and all rights with respect to any of the foregoing.

1.24 “LMR Assigned Patent Assets” means all of the following that are owned, co-owned (if any is co-owned), or subject to any right or claim of ownership or co-ownership of Yaesu and/or any Retained Subsidiary immediately before the Effective Date, except solely for any Retained Patent Asset: (a) any and all Patents listed on *Schedule 2 of Exhibit B*; (b) any and all divisions, renewals, reissues, continuations, extensions, and continuations-in-part of such Patents; (c) any and all Patents in Japan, the United States and anywhere else in the world and Patent applications that have been or may be granted or filed, respectively, with respect to inventions covered by any of the foregoing, including without limitation all foreign Patents that may claim priority based on and correspond to the Patents listed in *Schedule 2 of Exhibit B*; and (d) any and all rights with respect to any of the foregoing.

1.25 “LMR Assigned Trademarks” means all of the following that are owned by Yaesu and/or any Retained Subsidiary immediately before the Effective Date, except solely for any Retained Trademarks: (a) any and all Trademarks, including, without limitations the Trademarks listed on *Schedule 3 of Exhibit B*; (b) any and all applications and registrations in Japan, the United States and anywhere else in the world; and (c) any and all rights with respect to any of the foregoing.

1.26 "LMR Field" means the field of the LMR Business (as defined in the Asset Purchase Agreement).

1.27 "LMR Product" means any product, apparatus, system, process, or service related to the LMR Field.

1.28 "Mask Work" means: (a) any mask work, registered or unregistered, as defined in 17 U.S.C. §901; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world (including, without limitation, semiconductor topography rights); and (d) all rights in and to any of the foregoing.

1.29 "MCA Products" means: These radios and associated products that operate on licensed frequencies and utilize a digital trunking system owned by a 3rd party (E.g., dealer association). The radios can operate on the following frequencies - 836.025-837.975MHz, 850.025-859.975MHz (Down Link) and 891.025-892.975MHz, 905.025-914.975MHz (Up Link), 1513.025-1524.975MHz (Down Link) and 1465.025-1476.975MHz (Up Link), with the 1.5 GHz band expiring in March 2014.

1.30 "New Vertex Group" means New Vertex and any individual, corporation, partnership, association, limited liability company or entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, New Vertex.

1.31 "New Vertex Licensed Intellectual Property Asset" means the LMR Assigned Non-Patent Intellectual Property Assets and the LMR Assigned Patent Assets if and to the extent their use or utilization are necessary for any activity in the AMR Field.

1.32 "Non-Patent Intellectual Property Right" means all rights in Copyrights, Mask Works, Technology, and other Intellectual Property anywhere in the world, and all registrations and applications relating to any of the foregoing and analogous rights thereto anywhere in the world, other than any right in any Patent or any Trademark.

1.33 "Open Source Software" means any Software that is distributed, or that contains or is derived in any manner (in whole or in part) from any Software that is distributed subject to a license requiring, as a condition of use, modification or distribution of such software, that such Software or any other Software incorporated into, derived from, or distributed with such Software be disclosed or distributed and licensed in source code form to any third Person upon request, which license to such third Person includes the right by such third Person to reproduce, distribute, and make derivative works from such Software, together with any other terms and conditions.

1.34 "Patents" means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights; (b) invention disclosures and invention disclosure reports; and (c) all rights in and to any of the foregoing.

1.35 "Person" means any individual, corporation, partnership, association, limited liability company or governmental entity.

1.36 "Registered Intellectual Property" means Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any

governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

1.37 “Retained Business” means solely the business of Yaesu and any Retained Subsidiary immediately before the Effective Date to the extent exclusively and solely dedicated to the AMR Field. For the avoidance of doubt, any business related to the LMR Field or any part thereof, whether solely or exclusively or concurrently with business related to the AMR Field or other field or area, shall conclusively be deemed to not be part of the Retained Business.

1.38 “Retained Non-Patent Intellectual Property Assets” means all of the following that exist and are owned or co-owned by Yaesu and/or any Retained Subsidiary immediately before the Effective Date: (a) any and all Non-Patent Intellectual Property Rights that are used immediately before the Effective Date solely and exclusively in the Retained Business; and (b) any and all rights solely in and to any of the foregoing.

1.39 “Retained Patent Assets” means all of the Patents, and any and all rights in and to any of the Patents, that exist and are owned by Yaesu and/or any Retained Subsidiary immediately before the Effective Date, other than any and all LMR Assigned Patent Assets.

1.40 “Retained Subsidiary” means any Subsidiary of Yaesu immediately before the Effective Date, other than those Subsidiaries transferred to New Vertex under the Asset Purchase Agreement, provided that, with regard to any time period after the Effective Date (other than for the purpose of any obligations of Yaesu regarding Retained Subsidiaries that are in effect on the Effective Date) any entity shall be a “Retained Subsidiary” only during such time during which such entity meets the definition of being a Subsidiary of Yaesu, provided further, however, that any assignment, transfer, license and grant by a Retained Subsidiary under this Agreement shall not be terminated, caused to be terminated, expire, revoked, rescinded, curtailed, limited or otherwise affected by such Retained Subsidiary’s ceasing to be a Retained Subsidiary but shall remain in effect.

1.41 “Retained Trademarks” means all of the following that exist and are owned by Yaesu and/or any Retained Subsidiaries immediately before the Effective Date: (a) the Trademarks that are expressly listed on *Exhibit C*; and (b) any and all rights solely in and to any of the foregoing.

1.42 “Section” means, except solely if any reference to a “Section” is expressly associated with regard to any other identified source, any of the numbered sections of any Article of this Agreement.

1.43 “Software” means computer programs, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

1.44 “Technology” means any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, know-how, Trade Secrets, inventions, disclosures of inventions, and data including works subject to Copyrights and Mask Works, but not including any Trademark or Patent.

1.45 “Trademarks” means: (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to

register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (e) all rights in and to any of the foregoing.

1.46 "Trade Secrets" means trade secrets and all other rights in or to confidential or technical information.

1.47 "Transferred Employee" means any individual who was an employee of Yaesu or any Affiliate of Yaesu prior to the Effective Date and became an employee of New Vertex or any Affiliate of New Vertex after the Effective Date.

1.48 "Vertex USA" means Vertex Standard USA, Inc., 10900 Walker Street, Cypress, California 90630.

1.49 "VERTEX-YAESU Composite Mark" means any Trademark that includes both: (i) the word "Vertex," the letters "V" and "S" next to each other, or any LMR Assigned Trademark, or any Trademark confusingly similar thereto, and (ii) the work "Yaesu," any Retained Trademark, any AMR Assigned Trademark, or any Trademark confusingly similar thereto.

1.50 "Yaesu Group" means Yaesu and any individual, corporation, partnership, association, limited liability company or entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, Yaesu.

1.51 "Yaesu Licensed Intellectual Property Asset" means, collectively and individually, the Retained Non-Patent Intellectual Property Assets, the AMR Assigned Non-Patent Intellectual Property Assets, the Retained Patent Assets, and the AMR Assigned Patent Assets, and any Non-Patent Intellectual Property Right and any Patent that, as of the Effective Date, are licensed to any member of the Yaesu Group with the right to sublicense or extend such license, if and to the extent their use or utilization are necessary for any activity in the LMR Field.

ARTICLE 2

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

2.1 Assignment by Yaesu and Retained Subsidiaries.

(a) In accordance with this Agreement, Yaesu and each and every Retained Subsidiary hereby sells, assigns, conveys, transfers and agrees to deliver to New Vertex, and New Vertex hereby receives and accepts from Yaesu and each and every Retained Subsidiary, with effect as of the Effective Date:

(i) all right, title and interest in Japan, the United States and throughout the world of the members of the Yaesu Group in and to the following, and any part, component, aspect, element and right thereof (collectively, the "LMR Assigned Intellectual Property Assets"): all LMR Assigned Patent Assets, LMR Assigned Non-Patent Intellectual Property Assets, and LMR Assigned Trademarks, subject to all licenses and covenants not to assert with respect to any of the foregoing entered into prior to the Effective Date.

(ii) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property referenced in Section 2.1(a)(i), and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or

infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and

(iii) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced in Section 2.1(a)(i), including, without limitation, any Intellectual Property: (1) conceived, developed or reduced to practice for the LMR Field prior to the Effective Date by a Transferred Employee or by any other individual who was an employee of any member of the Yaesu Group who worked in or was assigned to the Assigned Intellectual Property Assets or the LMR Field before the Effective Date, in Japan, the United States and anywhere else in the world, and/or (2) conceived, developed or reduced to practice for the LMR Field by a Transferred Employee after the Effective Date, in Japan, the United States and anywhere else in the world.

(b) If the transfer to New Vertex of any co-owned Intellectual Property pursuant to this Agreement requires the consent of any third Person, Yaesu shall use reasonable efforts to obtain such consent and New Vertex shall cooperate with Yaesu in that regard. If the required third Person consent cannot be obtained, Yaesu and New Vertex shall discuss with each other in good faith in order to determine how to treat such co-owned Intellectual Property. For the avoidance of doubt, failure to obtain any such required third Person consent shall not be deemed a breach of this Agreement by Yaesu provided Yaesu has used reasonable efforts to obtain such consent.

(c) Neither Yaesu nor any of Retained Subsidiary be liable to file, continue or maintain statutory rights or registrations with respect to any LMR Assigned Trademarks listed on *Section 3 of Schedule 3 of Exhibit B*. Notwithstanding the foregoing, Yaesu will diligently respond to any proposed action from the relevant Patent and Trademark Offices and make any filings therein that may be required to preserve and protect the applications, registrations and other rights in and to the Assigned LMR Trademarks.

2.2 Assignment by Vertex USA to Yaesu.

(a) In accordance with this Agreement, Vertex USA hereby sells, assigns, conveys, transfers and agrees to deliver to Yaesu, and Yaesu hereby receives and accepts from Vertex USA, with effect as of the Effective Date:

(i) all right, title and interest in Japan, the United States and throughout the world of Vertex USA in and to the following, and any part, component, aspect, element and right thereof (collectively, the "AMR Assigned Intellectual Property Assets"): all AMR Assigned Patent Assets, all AMR Assigned Non-Patent Intellectual Property Assets, and AMR Assigned Trademarks (subject to Section 2.8), subject to all licenses and covenants not to assert with respect to any of the foregoing entered into prior to the Effective Date.

(ii) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property referenced in Section 2.2(a)(i), and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and

(iii) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property referenced in Section 2.2(a)(i).

(b) If the transfer to Yaesu of any co-owned Intellectual Property pursuant to this Agreement requires the consent of any third Person, New Vertex shall use reasonable efforts to obtain such consent and Yaesu shall cooperate with New Vertex in that regard. If the required third Person consent cannot be obtained, Yaesu and New Vertex shall discuss with each other in good faith in order to determine how to treat such co-owned Intellectual Property. For the avoidance of doubt, failure to obtain any such required third Person consent shall not be deemed a breach of this Agreement by New Vertex provided New Vertex has used reasonable efforts to obtain such consent.

2.3 Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned Intellectual Property Assets cannot be assigned as provided in Section 2.1 or Section 2.2, (i) the Assigning Party irrevocably agrees to assign and transfer, and hereby assigns and transfers to the Assigned Party all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.1 to the fullest extent permissible, and (ii) the Assigning Party irrevocably agrees, to the fullest extent permissible, to grant, and hereby grants, the Assigned Party an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, license, free of any royalty, fee, or payment obligation whatsoever, to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to Assigned Intellectual Property Assets that cannot be assigned as contemplated by Section 2.1 or Section 2.2.

2.4 Supplemental Document Deliveries. The Assigning Party will deliver to the Assigned Party on the Effective Date all of the documents and instruments included below to be duly executed where appropriate by the applicable party(ies) and notarized where indicated in the exhibits to this Agreement: (i) the Patent Assignment (substantially in the form attached as *Exhibit E-1 or Exhibit E-2*, including any foreign counterparts thereto); and (ii) such other documents as the either party or its counsel may reasonably request with respect to the Assigned Intellectual Property Assets.

2.5 Preservation of New Vertex Trademarks and Yaesu Trademark. Yaesu agrees that neither it nor any of the Retained Subsidiaries, or any future Affiliate of Yaesu, will file or acquire an application for registration of, or will obtain or acquire a registration for, or adopt for use in the Retained Business or otherwise any mark or name confusingly similar to any LMR Assigned Trademark, any Trademark that Vertex USA or another entity transferred to New Vertex or a member of the New Vertex Group under the Asset Purchase Agreement owns as of the Effective Date or any other mark or name that New Vertex or any Affiliate of New Vertex uses as of the Effective Date. New Vertex agrees that neither it nor any of the New Vertex Group, or any future Affiliate of New Vertex, will file or acquire an application for registration of, or will obtain or acquire a registration for, or adopt for use in the LMR Business or otherwise any mark or name confusingly similar to any AMR Assigned Trademark, any Retained Trademark, or any other mark or name of Yaesu or any Affiliate of Yaesu.

2.6 Transferred Materials.

(a) As soon as practically possible after the Effective Date, but no more than ninety (90) days after such date, the Assigning Party shall deliver to the Assigned Party the following, all if and to the extent in the direct possession or control of the Assigning Party or any of its officers, directors, managers, agents, or representatives: (i) the originals of all certificates and documents representing, certifying, or officially acknowledging any Assigned Intellectual Property Asset or the validity, enforceability or existence of any Assigned Intellectual Property Asset that the Assigning Party holds,

including, without limitation, trademark registration certificates, and copyright registration certificates, and (ii) any and all documentation, manifestation, recordation, reproduction, memorialization, representation, and reflection of or related to any Assigned Intellectual Property Asset, all of the foregoing under clauses (i) and (ii) whether existing in any tangible, electronic, audible, visual, and/or digital form or format (collectively, "Transferred Materials"). The Assigning Party hereby transfers all of their title and ownership rights in and to all Transferred Materials to the Assigned Party effective as of the Effective Date, all without retaining any title, any ownership, co-ownership or other ownership right or, except as set forth in Section 2.6(b), any possessory right in or to any Transferred Material.

(b) The Assigning Party, or any of its officers, directors, managers, agents or representatives may not retain any copy, reproduction, manifestation or memorialization of any of the Transferred Materials, with the exception of: (i) any reproduction of a document under Section 2.6(a)(i), (ii) if and to the extent any Transferred Material under Section 2.6(a)(ii) includes information necessary for the use of the New Vertex Licensed Intellectual Property Asset, one (1) copy of such Transferred Materials, which Yaesu or a Retained Subsidiary may keep and retain only as necessary to exercise any rights under the license in Section 3.1, subject to the provisions of Section 2.7(a), (c), and (d), and (iii) if and to the extent required to comply with applicable law. Upon termination of the license in Section 3.1, the foregoing right under this Section 2.6(b)(ii) shall terminate automatically, without need for any additional notice.

(c) Additional access of the Assigned Party to information related to the Assigned Intellectual Property Assets assigned to such Assigned Party shall be pursuant to Section 9.9 of the Asset Purchase Agreement. For such purpose only, the provisions of Section 9.9 are incorporated herein by reference as if expressly set forth herein.

(d) Each Party agrees it and each member of its Group will comply with all applicable import and export laws, rules and regulations with respect to the transfer of any Technology and Transferred Material provided to it under this Agreement. Without limiting the generality of the foregoing, each Party acknowledges and agrees that such Technology or Transferred Material is subject to export controls under the laws and regulations of the United States, including the Export Administration Regulations, 15 C.F.R. Parts 730-774. Each Party and the members of its Group will comply strictly with all such United States export controls, and shall not export, re-export, transfer, divert or disclose any Technology and Transferred Material provided hereunder, or any direct product thereof, to any destination, end-use or end-user that is prohibited or restricted under such United States export control laws and regulations, except as specifically authorized by the Department of Commerce. If requested by either Party, the other Party and any other member of such Party's Group agrees to sign written assurances and other export-related documents as may be required for such Party or each member of its Group to comply with U.S. export regulations.

2.7 Confidentiality.

(a) Except if and to the extent, and only after, specific Assigned Intellectual Property Asset and/or specific Transferred Material is or becomes Non-Confidential Information, Yaesu and each member of the Yaesu Group shall keep in confidence and not disclose to, share with, provide access to, make available, publicize, or disseminate to any third party any Assigned Intellectual Property Asset and/or any Transferred Material (collectively, "New Vertex Confidential Information"), provided, however, that Yaesu and a member of the Yaesu Group may disclose any New Vertex Confidential Information: (i) to an employee or contractor, but only if and as: (aa) is necessary for exercising any right regarding any New Vertex Licensed Intellectual Property Asset under the license in Section 3.1 during the term of such license pursuant to Section 3.7, and (bb) such employee or contractor has a need to know or

have such New Vertex Confidential Information for the purpose of exercising such right, and (cc) such employee or contractor is then and continues to be subject to a non-disclosure agreement or confidentiality obligation at least as stringent as the terms set forth in this Section 2.7; or (ii) if and to the extent necessary to assert or enforce any right of Yaesu or a member of the Yaesu Group under Section 3.1. Without limiting the generality of the foregoing, Yaesu and each member of the Yaesu Group shall, and shall cause their respective employees and contractors to, keep in confidence and not use, disclose to, share with, provide access to, make available, publicize, or disseminate to any third party any Intellectual Property relating to the business of Vertex USA unless explicitly permitted under this Agreement.

(b) Except if and to the extent, and only after, specific Yaesu Licensed Intellectual Property Asset is or becomes Non-Confidential Information, New Vertex and each member of the New Vertex Group shall keep in confidence and not disclose to, share with, provide access to, make available, publicize, or disseminate to any third party any Yaesu Licensed Intellectual Property Asset (collectively, "Yaesu Confidential Information"), provided, however, that New Vertex and a member of the New Vertex Group may disclose any Yaesu Confidential Information: (i) to an employee or contractor, but only if and as: (aa) is necessary for exercising any right regarding any Yaesu Licensed Intellectual Property Asset under the license in Section 3.1 during the term of such license pursuant to Section 3.7, and (bb) such employee or contractor has a need to know or have such Yaesu Confidential Information for the purpose of exercising such right, and (cc) such employee or contractor is then and continues to be subject to a non-disclosure agreement or confidentiality obligation at least as stringent as the terms set forth in this Section 2.7; or (ii) if and to the extent necessary to assert or enforce any right of New Vertex or a member of the New Vertex Group under Section 3.2. Without limiting the generality of the foregoing, New Vertex and each member of the New Vertex Group shall, and shall cause their respective employees and contractors to, keep in confidence and not use, disclose to, share with, provide access to, make available, publicize, or disseminate to any third party any Intellectual Property relating to the Retained Business unless explicitly permitted under this Agreement.

(c) The Receiving Party shall protect the confidentiality of all Confidential Information of the Owning Party to the same degree as it protects the confidentiality of its own Confidential Information. If the Receiving Party is required to disclose any Confidential Information of the Disclosing Party in an administrative or judicial proceeding, the Receiving Party may so disclose such Confidential Information only (i) if the Receiving Party promptly notifies the Disclosing Party of such requirement prior to the disclosure (unless applicable law prohibits such notice, in which event notice shall be given promptly after the disclosure), (ii) reasonably assists the Disclosing Party, at the Disclosing Party's expense and reasonable request, with exercising or asserting legal rights or remedies to prevent such disclosure and/or to obtain a protective order against such disclosure, and (iii) limits the disclosure to such Confidential Information that the Receiving Party is required to disclose in accordance with applicable law.

(d) The following terms used in this Section 2.7 shall have the following meanings:

(i) "Confidential Information" means either the New Vertex Confidential Information or the Yaesu Confidential Information, as the context requires.

(ii) "Non-Confidential Information" means any document, material, or information that, and to the extent it, (i) was already a part of the public domain at the time it was disclosed to or obtained by the Receiving Party; (ii) was already known to the Receiving Party other than under an obligation of confidentiality at the time it was disclosed to or obtained by the Receiving Party; (iii) and after it becomes known to the public through no fault of the Receiving Party or any person acting

for or on its behalf; or (iv) is developed by or for the Receiving Party independently without use or knowledge of Confidential Information of any kind of the Owning Party.

(iii) "Owning Party" means: (i) New Vertex and any member of the New Vertex Group with regard to any New Vertex Confidential Information, and (ii) Yaesu and any member of the Yaesu Group with regard to any Yaesu Confidential Information.

(iv) "Receiving Party" means: (i) Yaesu and any member of the Yaesu Group with regard to any New Vertex Confidential Information, and (ii) New Vertex and any member of the New Vertex Group with regard to any Yaesu Confidential Information.

2.8 VERTEX-YAESU Composite Mark. The Parties agree that any VERTEX-YAESU Composite Mark shall be retained by or transferred to Yaesu; provided that Yaesu shall use any VERTEX-YAESU Composite Mark used by Yaesu on the Effective Date during the Yaesu Extended Transitional License Term (as defined in Section 4.2(a)(ii)) under the same terms and conditions as set forth in Section 4.2(a) for any Yaesu Licensed Trademark. As of the end of the Yaesu Extended Transitional License Term, Yaesu and each member of the Yaesu Group (i) will cease using such VERTEX-YAESU Composite Mark, (ii) will abandon as soon as practical and not renew or maintain any registration, application, or other right in or to such VERTEX-YAESU Composite Mark, and (iii) will not use, continue to use, apply for registration of, register, receive a registration for, acquire, or obtain any use, license or other right in or to any VERTEX-YAESU Composite Mark, or allege or assert any ownership or other right in or to any VERTEX-YAESU Composite Mark anywhere in the world or under any law.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Yaesu represents and warrants that it has the full right and authority to enter into this Agreement including the full power and authority to cause its Affiliates to make the transfers of Intellectual Property called for under this Agreement as of the Effective Date. New Vertex represents and warrants that it has the full right and authority to enter into this Agreement including the full power and authority to cause its Affiliates to make the transfers of Intellectual Property called for under this Agreement as of the Effective Date.

5.2 DISCLAIMER. OTHER THAN THE REPRESENTATIONS AND WARRANTIES BY YAESU AND NEW VERTEX SET FORTH IN SECTION 5.1, NEITHER PARTY MAKES ANY, AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, AND STATUTORY, REGARDING ANY TRANSACTION UNDER THIS AGREEMENT, ANY OF THE ASSIGNED INTELLECTUAL PROPERTY ASSETS, TRANSFERRED MATERIALS, ANY USE THEREOF, OR THE TRANSACTIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WORKMANSHIP.

5.3 LIMITATION OF LIABILITY. SUBJECT TO ANY CONTRARY PROVISIONS IN THE ASSET PURCHASE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OR LIABILITY ARISING FROM ANY ASSIGNED INTELLECTUAL PROPERTY ASSET, TRANSFERRED MATERIAL, OR TRANSACTION UNDER THIS AGREEMENT WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, PATRIMONIAL, OR OTHER DAMAGES OR LOSSES, ANY LIABILITY TO OR DAMAGES OR LOSSES FROM THIRD PARTY CLAIMS, AND ANY LOSS OF PROFIT. NOTHING IN THIS SECTION 5.3 SHALL LIMIT

OR EXCLUDE ANY LIABILITY OF A PARTY OR ANY MEMBER OF ITS GROUP FOR ANY INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION BY IT OF ANY INTELLECTUAL PROPERTY OR ANY TRADEMARKS OF THE OTHER PARTY.

ARTICLE 6 MISCELLANEOUS

6.1 Retained Subsidiaries. With regard to any agreement, obligation, assignment, conveyance, transfer, delivery, grant, covenant, warranty and representation of any kind in this Agreement by any Retained Subsidiary, Yaesu hereby agrees that it enters into this Agreement and enters into and makes all such agreements, obligations, assignments, conveyances, transfers, grants, covenants, warranties and representations on behalf of, and as an authorized agent and representative of, each Retained Subsidiary.

6.2 Retained Subsidiaries and Vertex USA. With regard to any agreement, obligation, assignment, conveyance, transfer and delivery of any kind in this Agreement by any Retained Subsidiary, Yaesu hereby agrees that it enters into this Agreement and enters into and makes all such agreements, obligations, assignments, conveyances and transfers on behalf of, and as an authorized agent and representative of, each Retained Subsidiary. With regard to any agreement, obligation, assignment, conveyance, transfer and delivery of any kind in this Agreement by Vertex USA, New Vertex hereby agrees that it enters into this Agreement and enters into and makes all such agreements, obligations, assignments, conveyances and transfers on behalf of, and as an authorized agent and representative of, Vertex USA.

6.3 Further Assurances.

(a) The parties will each perform such acts, execute and deliver such information, instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement, including, without limitation, providing or executing any affidavits, providing any testimony, and/or rendering any other assistance, as is necessary for the Assigned Party to secure and perfect sole and exclusive ownership of, obtaining assignments or transfers from any employee or contractor, and obtain registrations in the name of solely the Assigned Party, for the Assigned Intellectual Property Assets and/or any part thereof. Except as otherwise expressly provided in the Asset Purchase Agreement or this Agreement, (1) each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the contemplated transaction, including all fees and expenses of its Representatives, and (2) the Assigned Party will bear the sole cost and expense of filing and recording instruments of transfer delivered to it by the Assigning Party. Notwithstanding the foregoing, Yaesu's obligation to obtain the assignment of the Trademarks identified in Section 2 of *Schedule 3 of Exhibit B* (collectively, the "Marantz Trademarks") from Marantz or their current owner to Yaesu, prior to the assignment of the Marantz Trademarks from Yaesu to New Vertex hereunder, shall exist and be performed at the sole cost and expense of Yaesu.

(b) If and to the extent reasonably requested by the Assigned Party, the Assigning Party will cause, and hereby authorizes, the patent office, trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record the Assigned Party as the sole and exclusive owner of any application, copyright, and/or registration covering the Assigned Intellectual Property Assets, and to issue any copyright, registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, copyright, and/or registration in the name and for the benefit of the Assigned Party only.

(c) The Parties acknowledge that, as part of the transfer of the Assigned Intellectual Property Assets, The Assigning Party may inadvertently retain Intellectual Property that should have been transferred to the Assigned Party pursuant to Article 2. The Assigning Party agree to assign and transfer and hereby assign and transfer, and agree to perform such acts to ensure assignment and transfer of, all rights, title, and interest to such later identified Intellectual Property to the Assigned Party under the same terms as set forth in Article 2. The Parties further acknowledge that, as part of the transfer of the Assigned Intellectual Property Assets, the Assigning Party may inadvertently transfer Intellectual Property that should have not been transferred to the Assigned Party pursuant to Article 2. The Assigned Party agrees to assign and transfer back and hereby assigns and transfers back, and agrees to perform such acts to ensure assignment and transfer back of, all rights, title, and interest to such later identified Intellectual Property to the Assigned Party without any compensation.

(d) Yaesu agrees to use commercially reasonable efforts to promptly consummate the transfer of all of the Marantz Trademarks from Marantz or their current owner to Yaesu, and from Yaesu to New Vertex, and to cooperate with New Vertex as New Vertex may reasonably require to accomplish the transfers of the Marantz Trademarks in accordance with this Agreement.

6.4 Interpretation. In this Agreement, (i) any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; (ii) where this Agreement states that a Party “shall” or “will” perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this Agreement; (iii) the provisions of this Agreement shall not be interpreted against the drafter, and for purposes of any interpretation, both Parties shall be deemed to be drafters of this Agreement; (iv) all article and section headings are intended solely for the convenience of the Parties, and none will be deemed to affect the meaning or construction of any provision hereof; and (v) words of any gender used in this Agreement are intended to include any other gender, and words in the singular number include the plural, and vice versa, unless the context clearly indicates otherwise.

6.5 Governing Law. The laws of Japan govern the construction, interpretation and other matters arising out of or in connection with this Agreement and each of the Exhibits hereto and thereto (whether arising in contract, tort, equity or otherwise).

6.6 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

6.7 Entire Agreement. This Agreement, together with the Asset Purchase Agreement, constitutes the final agreement by and among the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties’ agreement on the matters contained herein. Without limiting the foregoing, in the event of any conflict between any provision in this Agreement and the Asset Purchase Agreement, the provisions of this Agreement will control over the provisions in the Asset Purchase Agreement. All prior and contemporaneous negotiations and agreements by and among the parties with respect to the matters contained herein are superseded by this Agreement.

6.8 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party’s signature is as effective as signing and delivering the counterpart in person.

6.9 Variation. No variation of this Agreement will be valid unless it is in writing and signed by authorized representatives of the parties. The expression "variation" will include any amendment, modification, variation, supplement, deletion or replacement however affected.

6.10 Expenses. Except as otherwise provided in this Agreement, any of the other Ancillary Agreements or any other agreement between the parties contemplated hereby, all costs, fees and expenses of either party in connection with the transactions contemplated by this Agreement will be paid by the party that incurs such costs and expenses.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment and Cross-License Agreement to be executed on its behalf by a duly authorized officer on the date effective as of the Effective Date.

"New Vertex"

VERTEX STANDARD LMR, INC. (formerly known as MI, Inc.)

By: Motorola LMR Holding GK
its Representative Member

By: Jeff Spaeth
its Executive Manager

By: Mark F. Moon
Name: Mark F. Moon
Title: Attorney-in-Fact

"Yaesu"

YAESU MUSEN CO., LTD. (formerly known as Vertex Standard Co., Ltd.)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment and Cross-License Agreement to be executed on its behalf by a duly authorized officer on the date effective as of the Effective Date.

"New Vertex"

VERTEX STANDARD LMR, INC. (formerly known as MI, Inc.)

By: Motorola LMR Holding GK
its Representative Member

By: Jeff Spaeth
its Executive Manager

"Yaesu"

YAESU MUSEN CO., LTD. (formerly known as Vertex Standard Co., Ltd.)

By: 
Name: Jun Hasegawa
Title: President/CEO

By: _____
Name: Mark F. Moon
Title: Attorney-in-Fact

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TABLE OF EXHIBITS

Exhibit A	AMR Assigned Intellectual Property Assets
	Schedule 1 AMR Assigned Non-Patent Intellectual Property Assets
	Schedule 2 AMR Assigned Patent Assets
	Schedule 3 AMR Assigned Trademarks
Exhibit B	Principal LMR Assigned Intellectual Property Assets
	Schedule 1 LMR Assigned Non-Patent Intellectual Property Assets
	Schedule 2 LMR Assigned Patent Assets
	Schedule 3 LMR Assigned Trademarks
Exhibit C	Retained Trademarks
Exhibit D	Yaesu Licensed Trademarks
Exhibit E	Form of Patent Assignment
Exhibit E-1	Intellectual Property Assignment And Cross-License Agreement Form Of Patent Assignment (US Template)
Exhibit E-2	Deed of Assignment (Japan Template) (with Consent To An Ex Parte Application)

Exhibit AAMR Assigned Intellectual Property Assets**Schedule 1****AMR Assigned Non-Patent Intellectual Property Assets**

The Non-Patent Intellectual Property Rights existing in the following assets if and to the extent that any such asset is used immediately before the Effective Date solely and exclusively in the Retained Business.

I. Assigned Copyrighted or Copyrightable Materials

1. Functional/technical specifications for AMR Products
2. AMR Product development information, processes and guidelines
3. AMR Product design information
 - a. Electrical schematics and mechanical drawings
 - b. PCB design and layout
4. AMR Product Design verification reports
5. Performance modeling and simulation documentation for AMR Products
6. AMR Product Manufacturing documentation
 - a. Bill of materials
 - b. PCB manufacture and assembly documentation
 - c. Chassis and tooling documentation
7. AMR Product/System Testing documentation
 - a. Functional performance test routines and procedures
 - b. System test plans
 - c. Quality assurance, reliability and environmental
 - d. Regulatory compliance documentation for Products
8. AMR Product Operating and maintenance manuals
9. Current AMR Product roadmaps or plans
10. AMR Product marketing materials
 - a. Marketing requirements documents
 - b. AMR Product introduction documents
11. AMR Product training materials, if any
12. Business development documentation (customer presentations and support information)
13. AMR Product software documentation

II. Assigned Trade Secrets and Know-How

The trade secrets, know-how and other confidential and proprietary information owned by the Vertex USA embodied in the categories set forth below as of the Effective Date.

1. System Architecture specifications for AMR Products
 - a. Network element interface specifications
 - b. Functional partitioning specifications
2. Functional/technical specifications for AMR Products

3. AMR Product development information, processes and guidelines
4. AMR Product design information
 - a. Electrical schematics and mechanical drawings
 - b. PCB design and layout
5. AMR Product Design verification reports
6. AMR Product Performance modeling and simulation documentation and tools
7. AMR Product system and application software
8. AMR Product Manufacturing information
 - a. Bill of materials
 - b. PCB manufacture and assembly documentation
 - c. Chassis and tooling documentation
9. AMR Product/System Testing information
 - a. Functional performance test routines and procedures
 - b. System test plan
 - c. Quality assurance, reliability and environmental documentation
 - d. Regulatory compliance documentation for AMR Products
10. AMR Product Operating and maintenance manuals
11. AMR Product installation and field testing/performance information
12. Network planning software and tools
13. Current Product roadmaps or plans
14. AMR Product marketing materials (provided that any Retained Trademarks that may be used on such materials may be removed), including AMR Product datasheets and AMR Product packaging and current AMR Product roadmaps or plans)
 - a. Marketing requirement documents
 - b. AMR Product introduction documents
15. AMR Product training materials, if any
16. Business development information for AMR Products

III. Assigned Software

The software owned by Vertex USA listed in the categories set forth below as of the Effective Date.

1. Source code for system software/firmware for AMR Products
2. AMR Product design/development software tools
3. Simulation software for AMR Products, if any
4. Network configuration software tools for AMR Products, if any
5. Network planning software tools for AMR Products, if any
6. Network management software for AMR Products, if any
7. Drive test software tools
8. Test software for AMR Products
9. Subscriber migration software tool – used to manage HLR data across multiple vendors' equipment, if any
10. Call data analysis tool, if any
11. Radio programming software for AMR Products

Exhibit AAMR Assigned Intellectual Property Assets

Schedule 2

AMR Assigned Patent Assets



DOCKET	YOUR REF. NO.	INVENTOR	PATENT NO. ISSUE DATE	SERIAL NO. FILING DATE	TITLE	STATUS
58744	PY2000-008	IITSUKA	6,722,539 May 10, 2004	10/046,479 October 19, 2001	MECHANISM FOR ENGAGING PORTABLE EQUIPMENT AGAINST A BELT CLIP	2nd Maintenance fee due October 20, 2011. (Issued)


Exhibit A

AMR Assigned Intellectual Property Assets

Schedule 3

AMR Assigned Trademarks

COUNTRY / JURISDICTION	DOCKET	MARK OWNER	REG. NO. ISSUE DATE	SERIAL NO. OR APPLICATION NO. FILING DATE	STATUS
U.S.A.	L-5838	HORIZON Vertex Standard U.S.A., Inc.	R.N. 1,119,947 Issued 06/12/79 Claimed First Use 06/00/75	S.N. 73/157,215 Filed 02/01/78	Next Renewal Due 06/12/19.
U.S.A.	53124	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 2,406,306 Issued 11/21/00 Claimed First Use 04/01/99	S.N. 75/884,667 Filed 12/29/99	Renewal Due 11/21/20
U.S.A.	54345	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 2,418,423 Issued 01/02/01 Claimed First Use 10/00/98	S.N. 75/727,116 Filed 06/11/99	Renewal Due 01/02/21.
U.S.A.	53474	STANDARD HORIZON SEAL OF INTEGRITY & DESIGN  Vertex Standard U.S.A., Inc.	R.N. 2,529,506 Issued 01/15/02 Claimed First Use 04/01/99	S.N. 76/124,012 Filed 09/07/00	Renewal due 01/15/12.
U.S.A.	53475	HORIZON SPECTRUM Vertex Standard U.S.A., Inc.	R.N. 2,545,912 Issued 03/12/02 Claimed First Use 04/01/99	S.N. 75/889,225 Filed 01/06/00	Renewal due 03/12/12
U.S.A.	53991	AVIATOR PRO & DESIGN  Vertex Standard U.S.A., Inc.	R.N. 2,531,199 Issued 01/22/02	S.N. 75/791,280 Filed 09/02/99	Renewal due 01/22/12.

COUNTRY / JURISDICTION	DOCKET	MARK OWNER	REG. NO. ISSUE DATE	SERIAL NO. OR APPLICATION NO. FILING DATE	STATUS
U.S.A.	53992	AVIATOR PRO & DESIGN  Vertex Standard U.S.A., Inc.	R.N. 2,537,621 Issued 02/12/02	S.N. 75/790,973 Filed 09/02/99	Renewal due 02/12/12.
U.S.A.	53995	CLEARVOICE NOISE REDUCTION TECHNOLOGY Vertex Standard U.S.A., Inc.	R.N. 2,572,543 Issued 05/28/02	S.N. 75/694,648 Filed 04/29/99	Renewal due 05/28/12
U.S.A.	69200	CLEARVOICE NOISE REDUCTION TECHNOLOGY & DESIGN Vertex Standard U.S.A., Inc.	R.N. 3020679 Registered: 11/29/05	S.N. 78/495,618 Filed: 10/6/04	Affidavit of Use due: 11/29/11 Next Renewal: 11/29/15
U.S.A.	54088	AVIATOR PRO Vertex Standard U.S.A., Inc.	R.N. 2,554,832 Issued 04/02/02	S.N. 75/937,696 Filed 03/01/2000	Renewal due 04/02/12
U.S.A.	54089	AVIATOR PILOT Vertex Standard U.S.A., Inc.	R.N. 2,543,984 Issued 03/05/02	S.N. 75/937,697 Filed 03/01/2000	Renewal due 03/05/12
U.S.A.	76743	HORIZON Vertex Standard U.S.A., Inc.	R.N. 3365150 Issued: 01/8/08	S.N. 77/166,435 Filed: 4/26/07	Registered Renewal Due 01/08/14
Brazil	54346	YAESU Vertex Standard U.S.A., Inc.	R.N. 817,084,533 Issued 03/04/97	S.N. 817,084,533 Filed 02/04/93	Renewal Due 03/04/17
Canada	41901	HORIZON Vertex Standard U.S.A., Inc.	R.N. TMA520,267 Issued 12/03/99	S.N. 850,348 Filed 07/09/97	Renewal Due 12/03/14
Canada	61513	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. TMA595,344 Issued 11/20/03	S.N. 1,143,504 Filed 06/11/02	Renewal due 11/20/18.
Ecuador	L-6149	HORIZON Vertex Standard U.S.A., Inc.	R.N. 1853-78 Issued 12/28/78 Renewal # No. 0117-94	S.N. 1100 Filed 08/03/78	Renewal Application was filed 2-17-04. Assignment Registration Date 4-12-04, Renewal due February 2014

COUNTRY / JURISDICTION	DOCKET	MARK OWNER	REG. NO. ISSUE DATE	SERIAL NO. OR APPLICATION NO. FILING DATE	STATUS
			Renewed 01/20/94		
CTM (EU Community Mark)	41903	HORIZON Vertex Standard U.S.A., Inc.	R.N. 517,656 Issued 01/29/99	S.N. 517,656 Filed 04/14/97	Renewal Due 04/14/17
Mexico	41902	HORIZON Vertex Standard U.S.A., Inc.	R.N. 560039 Issued 09/30/97	S.N. 296875 Filed 06/02/97	Renewal Due 06/02/17
Panama	L-6109	HORIZON Vertex Standard U.S.A., Inc.	R.N. 087074 Issued 04/19/87	S.N. 87074 Filed 01/26/78	Renewal Due 04/19/17.
Venezuela	L-5931	HORIZON Vertex Standard U.S.A., Inc.	R.N. 96.195-F Issued 10/21/80 Renewed 09/15/95	S.N. 1688-78 Filed 03/17/78	Next Renewal Due 10/21/15
Venezuela	54355	YAESU Vertex Standard U.S.A., Inc.	Incomplete File from Pillsbury, Madison & Sutro	S.N. 20.993-92 Filed 09/23/92	Renewal Due 1/5/2016
Chile	75057	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 781.580 Registered 03/06/07	S.N. 741599 Filed: 08/25/06	Registered Renewal due 3/6/2017
Colombia	75059	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 329,733	S.N. 06-085465 Filed: 08/29/06	Registered Renewal due 3/9/2017
Costa Rica	75061	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 166562 Registered: 03/02/07	S.N. 2006-7857 Filed: 08/28/06	Registered Renewal due 3/2/2017
Guatemala	75068	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 148906 Registered on: 04/25/07	S.N. M72842006 Filed: 08/28/06	Registered Renewal Due 4/24/2017
Lebanon	75071	STANDARD HORIZON Vertex Standard U.S.A., Inc.	R.N. 108088 Issued: 09/16/06	S.N. 4753 Filed: 09/11/06	Registered Renewal Due 9/16/2021
Argentina	75048	STANDARD HORIZON	R.N. 2196023	S.N. 2698412	Renewal Due 11/16/17


COUNTRY / JURISDICTION	DOCKET	MARK OWNER	REG. NO. ISSUE DATE	SERIAL NO. OR APPLICATION NO. FILING DATE	STATUS
		Vertex Standard USA, Inc.	Issued: 11/16/07	Filed: 08/31/06	
Bolivia	75051	STANDARD HORIZON Vertex Standard USA, Inc.	R.N. 109938-C Issued: 11/15/07	S.N. SM-3260 Filed: 08/29/06	Renewal Due 08/08/2017
Brazil	75054	STANDARD HORIZON Vertex Standard USA, Inc.		S.N. 828735204 Filed: 09/19/06	Application allowed Registration fee due 5/28/11
Colombia	L-6148	HORIZON Vertex Standard USA, Inc.	R.N. 354925 Issued: 4/4/07	S.N. 92-174,156 Filed 05/31/78	Renewal Due 4-4-17
El Salvador	75065	STANDARD HORIZON Vertex Standard USA, Inc.	R.N. 147 Issued: 6/22/07	S.N. 82009-2006 Filed: 08/25/06	Renewal Due 6/22/17
Paraguay	75076	STANDARD HORIZON Vertex Standard USA, Inc.	R.N. 305083 Issued: 11/15/07	S.N. 24910-2006 Filed: 08/25/06	Renewal Due 11/15/17
Uruguay	75081	STANDARD HORIZON Vertex Standard USA, Inc.	R.N. 373657 Issued: 10/26/07	S.N. 373657 Filed: 08/21/06	Renewal Due 10/26/17
Peru	75006	YAESU & DESIGN  Vertex Standard USA, Inc.	R.N. 028096 Issued: 2/26/96	[Unknown]	Renewal Due 2-26-16
Peru	75079	STANDARD HORIZON Vertex Standard USA, Inc.		S.N. 291715 Filed: 09/21/06	Application pending

Exhibit B**Principal LMR Assigned Intellectual Property Assets****Schedule 1****LMR Assigned Non-Patent Intellectual Property Assets****I. Assigned Copyrighted or Copyrightable Materials**

1. Functional/technical specifications for LMR Products
2. LMR Product development information, processes and guidelines
3. LMR Product design information
 - a. Electrical schematics and mechanical drawings
 - b. PCB design and layout
4. LMR Product Design verification reports
5. Performance modeling and simulation documentation for LMR Products
6. LMR Product Manufacturing documentation
 - a. Bill of materials
 - b. PCB manufacture and assembly documentation
 - c. Chassis and tooling documentation
7. LMR Product/System Testing documentation
 - a. Functional performance test routines and procedures
 - b. System test plans
 - c. Quality assurance, reliability and environmental
 - d. Regulatory compliance documentation for Products
8. LMR Product Operating and maintenance manuals
9. Current LMR Product roadmaps or plans
10. LMR Product marketing materials
 - a. Marketing requirements documents
 - b. LMR Product introduction documents
11. LMR Product training materials, if any
12. Business development documentation (customer presentations and support information)
13. LMR Product software documentation

II. Assigned Trade Secrets and Know-How

The trade secrets, know-how and other confidential and proprietary information owned by the Yaesu Group members embodied in the categories set forth below as of the Effective Date.

1. System Architecture specifications for LMR Products
 - a. Network element interface specifications
 - b. Functional partitioning specifications
2. Functional/technical specifications for LMR Products
3. LMR Product development information, processes and guidelines
4. LMR Product design information
 - a. Electrical schematics and mechanical drawings
 - b. PCB design and layout
5. LMR Product Design verification reports
6. LMR Product Performance modeling and simulation documentation and tools
7. LMR Product system and application software

8. LMR Product Manufacturing information
 - a. Bill of materials
 - b. PCB manufacture and assembly documentation
 - c. Chassis and tooling documentation
9. LMR Product/System Testing information
 - a. Functional performance test routines and procedures
 - b. System test plan
 - c. Quality assurance, reliability and environmental documentation
 - d. Regulatory compliance documentation for LMR Products
10. LMR Product Operating and maintenance manuals
11. LMR Product installation and field testing/performance information
12. Network planning software and tools
13. Current Product roadmaps or plans
14. LMR Product marketing materials (provided that any Retained Trademarks that may be used on such materials may be removed), including LMR Product datasheets and LMR Product packaging and current LMR Product roadmaps or plans)
 - a. Marketing requirement documents
 - b. LMR Product introduction documents
15. LMR Product training materials, if any
16. Business development information for LMR Products

III. Assigned Software

The software owned by the Yaesu Group members listed in the categories set forth below as of the Effective Date.

1. Source code for system software/firmware for LMR Products
2. LMR Product design/development software tools
3. Simulation software for LMR Products, if any
4. Network configuration software tools for LMR Products, if any
5. Network planning software tools for LMR Products, if any
6. Network management software for LMR Products, if any
7. Drive test software tools
8. Test software for LMR Products
9. Subscriber migration software tool – used to manage HLR data across multiple vendors' equipment, if any
10. Call data analysis tool, if any
11. Radio programming software for LMR Products

Exhibit BPrincipal LMR Assigned Intellectual Property Assets

Schedule 2

LMR Assigned Patent Assets

Country of Jurisdiction	Patent/ Publication No.	Application No.	Priority Patent/ Publication	Title	Application Date	Date of Publication
US	6,522,213	09/971,877	JP2002118477A	SSB transmitter	10/04/2001	02/18/2003
US	6,788,955	09/997,119	JP3411269	Radio communication apparatus	11/28/2001	09/07/2004
US	6,904,108	09/764,028	JP2001196962A	Bandpass-limiting device for a receiver	01/16/2001	06/07/2005
US	6,993,304	09/379,283	JP3754383	Signal-input status display device for multi-band receiver	03/04/2003	01/31/2006
US	7,136,669	10/935,034	JP3411269	Radio communication apparatus	09/07/2004	11/14/2006
US	7,310,500	10/368,326	JP3759908	Emergency notification device in radio communication apparatus	02/18/2003	12/18/2007
US	6,188,891	09/075,673	JP11008561A JP11055706A JP2926490B1	Radio communication apparatus and method for radio communication	05/11/1998	02/13/2001
US	6,542,759	09/644,627	JP11008561A JP11055706A JP2926490B2	Radio communication apparatus and method for radio communication	08/23/2000	04/01/2003
JP	2887789	1998-132634	N/A	BAND RESTRICTION SYSTEM	04/28/1998	04/26/1999
JP	2926490	1998-119903	N/A	RADIO COMMUNICATION EQUIPMENT	04/15/1998	07/28/1999
JP	3411269	2000-363747		RADIO COMMUNICATION EQUIPMENT	11/29/2000	05/26/2003
JP	3754383	2002-059319		DISPLAY FOR SIGNAL RECEPTION IN MULTIBAND RECEIVER	03/05/2002	03/08/2006
JP	3759908	2002-040974		EMERGENCY INFORMATION APPARATUS FOR RADIO COMMUNICATION EQUIPMENT	02/19/2002	03/29/2006
JP	11008561*	1997-173258		RADIO COMMUNICATION EQUIPMENT	06/14/1997	01/12/1999
JP	11055706*	1997-218944		RADIO COMMUNICATION EQUIPMENT	07/31/1997	02/26/1999

[Tokogiken Note: * indicates the registration has been rejected.]

Exhibit B**Principal LMR Assigned Intellectual Property Assets****Schedule 3****LMR Assigned Trademarks**1. LMR Assigned Trademarks (Other than Marantz Trademarks)

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL REG. NO.	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
Armenia	SR + STANDARD	818				
Australia	Vertex Standard	1091454		2001T0063		1091454
Australia	VS device	868109		2001T0077		
Austria	图形 SR/STANDARD	70392				[Renewal date is 2011/11/30]
Austria	图形 SR	70391				[Renewal date is 2011/11/30]
Azerbaijan	SR + STANDARD [Note: We have not received the certificate from the domestic patent office.]	AZ950358				
Belarus	SR + STANDARD	1904				
Benelux	Vertex Standard	68836		2001T0097		
Benelux	VS device	687636		2001T0103		
Benelux	VERTEX	507315		95T2002		
Benelux	SR + STANDARD	3284				
Bolivia	图形 SR	47016-A				
Brazil	SR + STANDARD	817682724				
Brunei	SR + STANDARD	42195				
Bulgaria	SR + STANDARD	35196				
Chile	SR + STANDARD [Note: We have not received the certificate from the domestic patent office.]	443822	730758			
China	VS device	3549853			2003年5月8日	3549853
China	VS device(白抜き)	3549854			2003年5月8日	3549854
China	Vertex Standard 威泰克斯	3549852				
CTM (EU Community Mark)	VERTEX	1045632		132T1959	1999年1月19日	3886553
Cuba	SR + STANDARD	110530			1970年2月3日	210816
Ecuador	STANDARD	3332	5483-95		1989年7月31日	16594
Egypt	SR + STANDARD	46673				
England	图形 SR/STANDARD	942413				
Estonia	SR + STANDARD	19428				
Finland	SR + STANDARD	122101				

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL REG. NO.	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
France	SR+STANDARD	1226052				
France	Vertex Standard	13087841		2001T0100		
France	VS device	1087842		2001T0106		
Georgia	SR+STANDARD	GE6190				
Germany	Vertex Standard	30115657		F060262		
Germany	VS device	30115656		F10A272		
Greece	SR+STANDARD	44714				44714
Guatemala	SR+STANDARD [Note: We have not received the certificate from the domestic patent office.]	25200	71383		1972年7月25日	
Haiti	SR+STANDARD	122/91				
Honduras	SR+STANDARD	19605				
Hong Kong	VERTEX	02493/1993		95T2004		
Hong Kong	Vertex Standard	11232/2003		2001T0052		
Hong Kong	VS device	B05845/2002		2001T0066		
Hong Kong	VERTEX & Device	02494/1993		95T2005		
Hong Kong	図形 SR/STANDARD	7988/1994				[Renewal] date is 2011/12/8
Hungary	SR+STANDARD	153729	M90 4961		1990年12月7日	
India	VS device	1001218		2001T0073	2001年4月3日	1001218
India	Vertex Standard	1001216		2001T0059	2001年4月3日	
Indonesia	Vertex Standard	507618		2001T0064	2001年3月9日	D0020010497-4973
Indonesia	VS device	507498		2001T0078	2001年3月9日	D00200104948-4974
Indonesia	VERTEX	310297	492381	95T2016		
Indonesia	VERTEX & DEVICE	310755	506063	95T2017		
Indonesia	SR+STANDARD	102423	342425			
Iran	SR+STANDARD	38006				
Iraq	SR+STANDARD [Note: We have not received the certificate from the domestic patent office.]	20189			1973年6月10日	
Ireland	SR+STANDARD	176514				
Italy	VERTEX	627338	0000979106	95T2018		
Italy	STANDARD	177635	990478			
Italy	SR+STANDARD	688458	1095434			
Jamaica	SR+STANDARD [Note: We have not received the certificate from the domestic patent office.]	30758				
Japan	スタンダード	0687092				
Japan	STANDARD	0687091				
Japan	VS device + Vertex Standard パーテックススタンダード	5118989		TA-1168	2007年5月8日	2007-045207
Japan	STANDARD スタンダード	5118990		TA-1169	2007年5月8日	2007-045208
Japan	パーテックススタンダード	4384032		98T-011		
Japan	Vertex Standard	4384031		98T-009		

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL REG. NO.	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
Japan	VS device	4400879		199T-003	1999年4月30日	037491
Japan	VS device(白抜き)	4400880	9	199T-004	1999年4月30日	037942
Japan	Vertex Standard/バーテックススタンダード	4505427		000T-002		
Japan	SR + STANDARD	0929795				
Kazakhstan	SR + STANDARD	3181				
Korea	VS device	526058		2001T0068		
Korea	Vertex Standard	538240		2001T0054	2001年3月7日	40-2001-0008391
Korea	図形 SR	41532				
Kuwait	SR + STANDARD	5570			1973年3月3日	6146
Laos	SR + STANDARD	786				
Latvia	SR + STANDARD	M18701				
Lebanon	STANDARD	117005				
Lithuania	SR + STANDARD	25987				
Macedonia	SR + STANDARD	5500				
Madrid Protocol Application	Vertex Standard	750776		2001T1279	2001年3月8日	750776
Madrid Protocol Application	VS device	753611		2001T0051	2001年3月12日	753611
Malaysia	VS device			2001T0072		
Malaysia	Vertex Standard	1003695		F10A271	2001年3月22日	2001-03695
Malaysia Sarawak	SR + STANDARD	26684				
Malaysia Malaya	SR + STANDARD	M/98637				
Mexico	SR + STANDARD	352951				
Morocco	STANDARD	32194	81025			
New Zealand	SR + STANDARD	B93959				
New Zealand	Vertex Standard	634091		2001T0962		
New Zealand	VS device	634092		2001T0076		
Pakistan	Vertex Standard	170046		F080052	2001年4月13日	170046
Pakistan	VS device	170063		F080053	2007年4月13日	170063
						[Could not identify]
						[See 2. below]
Papua New Guinea	SR + STANDARD	A58917				
Paraguay	SR + STANDARD	172143	277022			
Peru	SR + STANDARD	6626				
Philippines	SR + STANDARD	54894				
Philippines	Vertex Standard	4-2001-002636		2001T0055	2001年4月11日	
Philippines	VS device	4-2001-002637		2001T0069		
						[See 2. below]
Portugal	SR + STANDARD	303131			1994年9月2日	303131

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL REG. NO.	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
Romania	STANDARD	6472	4R006472			
Samoa	SR + STANDARD	3017				
Saudi Arabia	SR + STANDARD	14732				
Serbia and Montenegro	SR + STANDARD	40158			1990年12月11日	72529/90
Singapore	VERTEX	T91/073931		99T2001		
Singapore	图形 SR/STANDARD	58279				
Slovenia	SR + STANDARD [Note: We have not received the certificate from the domestic patent office.]	9471453				
South Africa	Vertex Standard	2001/04065		F10A269		
South Africa	VS device	2001/04067		F10A268		
Spain	VERTEX	1656734		96T2001		
Sri Lanka	SR + STANDARD(§§) [Note: We have not received the certificate from the domestic patent office.]	35111				
Sweden	SR + STANDARD	310213				
Syria	SR + STANDARD	22453(19114)			1972年10月2日	22453
Taiwan	Vertex Standard	(90)008766		2001T0061	2001年3月14日	90(008766)
Taiwan	VS device	01004087			2001年3月14日	(90)008767
Taiwan	STANDARD	599263				
Taiwan	STANDARD	619448				
Taiwan '86	VERTEX	556471		95T2006		
Taiwan '86	Vertex & Device	556547		95T2007		
Tajikistan	SR + STANDARD	1464				
Thailand	VS device	KOR153384		2001T0070		
Thailand	VS device + Vertex Standard	Kor218312		2004T00003	2004年3月19日	547887
Thailand	SR + STANDARD	Kor50629				
Trinidad and Tobago	SR + STANDARD	6659				
Turkey	SR + STANDARD	42226	125030	F900658		
UAE	Vertex Standard	52115		2004T00004	2004年2月18日	58908
UAE	VS device	55705		2004T00006	2004年2月18日	58910
Ukraine	SR + STANDARD	9882				
Uruguay	SR + STANDARD	269000				
U.S.A.	STANDARD	1,628,035 Issued: 12/18/1990 Claimed First Use: 00/00/65	Next renewal due 12/18/2020		Filed 07/17/1989	Serial No. 73/812,916
U.S.A.	STANDARD	660,451 Issued: 04/08/1958 Claimed First Use: 06/00/55	Next renewal due 04/08/2018		Filed 06/06/1956	Serial No. 72/009,731
Uzbekistan	SR + STANDARD	1749				

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL REG. NO.	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
	[Note: We have not received the certificate from the domestic patent office.]					
Venezuela	SR + STANDARD [Note: We have not received the notice of the completion of the transfer procedure from the domestic patent office.]	68221-30			1969年7月15日	5191
Vietnam	VS device	43615		2001T0071		
Vietnam	STANDARD	233				
Vietnam	Vertex Standard	150887		2001T0057		4-2001-01217
アルゼンチン	SR + STANDARD	1653959	2333484		1969年10月16日	824526

2. Marantz Trademarks





COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL DUE DATE / STATUS	DOCKET	APPLICATION DATE	APPLICATION NO./Comments
Canada	図形 SR	TMA172666	2015年11月6日	マランツ		
Israel	SR + STANDARD	92047	2015年4月7日	マランツ		
Jordan	STANDARD	7209	2012年9月10日	マランツ		
Kyrgyzstan	SR + STANDARD	2377		マランツ		[We could not confirm the status of our request for the domestic counsel with respect to the transfer procedure to Yaesu.]
Lebanon	SR + STANDARD	74860	2013年2月2日	マランツ		
Lebanon	図形 SR	86616	2016年3月2日	マランツ		
Morocco	SR + STANDARD	64997	2018年1月16日	マランツ		
Morocco(Tanger)	SR + STANDARD	12902	2018年1月16日	マランツ		
Pakistan	SR + STANDARD [New Vertex needs to proceed with the renewal procedure 2016/10/1.]			マランツ		158057
Poland	SR + STANDARD	70766		マランツ	1990年12月6日	Z-94957]We could not confirm the status of our request for the domestic counsel with respect to the transfer procedure to Yaesu.]
Tunisia	図形 SR	FR.01.0202	2016年1月29日	マランツ		

3. Unidentified Trademarks

COUNTRY / JURISDICTION	MARK	REG. NO.	RENEWAL DUE DATE / STATUS	DOCKET	APPLICATION DATE	APPLICATION NO.	COMMENT
Jordan	Vertex Standard	?		F070094	2007年7月4日		[Note: It is highly likely that the application will be rejected.]
Bangladesh	SR + STANDARD		Application pending	マランツ			[Note: We could not confirm the status of the registration.]
Panama	SR + STANDARD	16898	2012年10月26日	マランツ	1992年5月22日	662	[Note: We could not confirm the status of the registration.]
Panama	SR + STANDARD	87568		マランツ	1997年5月15日		[Note: The Parties acknowledge that (x) the registration of such Trademark has expired and (y) Yaesu is hereby transferring all of its rights, if any, in such Trademark.]

4. General Marks

LMR Assigned Trademarks shall also include all other rights, applications, and registrations in and to the following marks, whether or not included in the foregoing schedules.

WORD MARKS	DESIGN MARKS
STANDARD	
	
VERTEX	
VERTEX STANDARD	




WORD MARKS	DESIGN MARKS
	<p>驰电达 (VERTEX STANDARD)</p>
	 <p>(VS & DESIGN / 白抜き)</p>
	

Exhibit CRetained Trademarks

COUNTRY/ JURISDICTION	DOCKET	MARK OWNER	REG. NO. ISSUE DATE	SERIAL NO. FILING DATE	STATUS
U.S.A.					
	54358	YAESU Vertex Standard Co., Ltd.	R.N. 1,896,018 Issued 05/30/95 Claimed First Use 12/22/92	S.N. 74/512,160 Filed 04/11/94	Renewal Due 05/30/15.
	54359	YAESU Vertex Standard Co., Ltd.	R.N. 976,703 Issued 01/15/74 Claimed First Use 12/01/67	S.N. 72/418,033 Filed 03/13/72	Next Renewal Due 01/15/14.
	60977	WIRES Vertex Standard Co. Ltd.	R.N. 2,863,300 Issued 01/13/04	S.N. 76/410,707 Filed 05/22/02	Renewal due: 7/13/14
FOREIGN REGISTRATIONS					
Argentina	54412	YAESU Vertex Standard Co. Ltd.	R.N. 2039589 Issued 05/05/88 Renewed 08/30/05	S.N. 2148829 Filed: 5-5-98	Renewal Due 08/30/15.
Chile	54347	YAESU Vertex Standard Co., Ltd.	R.N. 533.460 Issued 01/28/99	S.N. 388.115 Filed 08/25/97	Renewal Due 01/28/19
Chile	54349	YAESU Vertex Standard Co., Ltd.	R.N. 509.165 Issued 04/02/98 Renewed: 4/2/08	S.N. 389.678 Filed 09/05/97	Renewal Due 04/02/18
Mexico	54351	YAESU Vertex Standard Co., Ltd.	R.N. 531327 Issued 09/20/96	S.N. 155682 Filed 11/30/92	Next Renewal due 11/30/12.
Paraguay	54353	YAESU Vertex Standard Co., Ltd.	R.N. 201752 Issued 03/24/87 Renewal # 121782 Issued 03/27/98	S.N. 16967-97	Renewal Due 03/24/17.
Uruguay	54360	YAESU	R.N. 294334 Issued 04/03/87 Renewal # 375,766		Renewal Due 4/3/17

COUNTRY/ JURISDICTION	DOCKET	MARK	REG. NO.	SERIAL NO.	STATUS
		OWNER	ISSUE DATE	FILING DATE	
		Vertex Standard Co., Ltd.	Renewed 4/3/07		
Uruguay	54361	YAESU & DESIGN 	R.N. 294335 Issued 04/03/87 Renewal # 375,765 Renewed 4/13/07		Renewal Due 4/3/17
		Vertex Standard Co., Ltd.			

COUNTRY / JURISDICTION	DOCKET	MARK	REG. NO.	APPLICATION NO.	
			RENEWAL REG. NO.	APPLICATION DATE	
Australia	142T30 4	YAESU	A292742	292742 1975年12月5 日	
Australia	2001T0 092	STANDARD HORIZON	868107		
Benelux	93T200 2	YAESU	337918		
Canada		YAESU	TMA222797		
China	2001 T0095	STANDARD HORIZON	1747651		
China	142T30 5	YBASU	332326		
CTM (EU community mark)	142T02 8	STANDARD HORIZON	1464486	1464486 2000年1月11 日	
CTM (EU community mark)	142T30 1	YAESU	69328(H08082 98)		
Denmark	93T200 4	YAESU	2751/VR 1981		
France	142T30 2	YAESU	957651 1393145		
Germany	93T200 8	YAESU	909937		
Hong Kong	93T202 0	YAESU	951/1979	1472/75 1975年11月13 日	
Hong Kong	2001T0 081	STANDARD HORIZON	09565/2002		
India	2001T0 088	STANDARD HORIZON	1001217	2001年4月3日	
Indonesia	2001T0 094	STANDARD HORIZON	509160		
Indonesia	142T29 6	YAESU	305846 IDM00001845 4		

COUNTRY / JURISDICTION	DOCKET	MARK	REG. NO. RENEWAL REG. NO.	APPLICATION NO. APPLICATION DATE	
Italy	93T2010	YAESU	324412 1146196		
Japan	VS002-01	WIRES	4655382	2002-037875 2002年4月22日	
Japan	98T-006	フィールドコマンダー	4270168	1706	
Japan	98T-005	Field Commander	4270167	1705	
Japan		BOOMBR	3166631		
Japan		KENPRO	1894062		
Japan		YAESU	2720691		
Japan	TA-1170	YAESU	5118991	2007-045209 2007年5月8日	
Japan		八重洲無線株式会社	1374841		
Japan	98T-007	Aviator Pilot	4304440	43573	
Japan	98T-008	Aviator Pro	4304439	43572	
Japan	98T-004	マイクロコマンダー	4336581		
Japan	T98-003	Micro Commander	4336580		
Japan	199T-006	STANDARD HORIZON	4406718	43616	
Japan	000T005	NORTHRIDGE/ノースリッジ	4498341		
Japan	000T004	VS & Design + YAESU	4505428		
Japan	000T006	SOUTHGATE/ サウスゲート	4498342		
Madrid Protocol Application	2001T0080	STANDARD HORIZON	753881	753881 2001年3月12日	
Malaysia	2001T0087	STANDARD HORIZON		01003693	
Malaysia Sarawak	93T2029	YAESU MUSEN	Sar/16015		
Malaysia - Malaya	142T0308	YAESU	M/072629		
Malaysia - Sabah	93T2028	YAESU	S/020562		
Malaysia - Sarawak	142T309	YAESU	Sar/16016		
New Zealand	2001T0091	STANDARD HORIZON	634093	634093 2001年3月15日	
New Zealand	93T2008	YAESU	B113683	113683 1975年11月3日	
Pakistan	2001T0089	STANDARD HORIZON	170045	170045 2001年4月13日	
Philippines	2001T0084	STANDARD HORIZON	4-2001-001645	4-2001-0001645 2001年3月6日	
Portugal	142T298	YAESU	191446		

COUNTRY / DOCKET JURISDICTION	MARK	REG. NO. RENEWAL REG. NO.	APPLICATION NO. APPLICATION DATE
Singapore	93T203 2	YAESU	3481/86
Singapore	F10A2 59	STANDARD HORIZON	T01/03050A
South Africa	142T29 9	YAESU	75/5596
South Africa	F10A2 70	STANDARD HORIZON	2001/04066
Spain	142T 300	YAESU	H0808297
Sweden	93T201 6	YAESU	176757
Switzerland	142T30 3	YAESU	2P-284183
Taiwan	2001T0 090	STANDARD HORIZON	1004088
Taiwan	93T093 5	YAESU	780507
UAE	2004T0 0005	STANDARD HORIZON	53234 58909 2004年2月18 日
United Kingdom	93T204 2	YAESU	B1147050
Vietnam	2001T0 086	STANDARD HORIZON	54565

Exhibit D

Yaesu Licensed Trademarks

(1) VS Logo

- 
- 

(2) Standard Logo

- スタンダード
- STANDARD

(3) Others

- バーテックススタンダード
- Vertex Standard

Exhibit E

Form of Patent Assignment

Exhibit E-1**INTELLECTUAL PROPERTY ASSIGNMENT AND CROSS-LICENSE AGREEMENT****FORM OF PATENT ASSIGNMENT****[US TEMPLATE]**

This Patent Assignment is delivered pursuant to that certain Intellectual Property Assignment and Cross-License Agreement (the "Agreement") dated as of _____, 2011, between _____ ("Assignor") and _____ ("Assignee"). Capitalized terms used in this Patent Assignment have the same meanings given to them in the Agreement.

The Assignor has delivered this instrument signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of Registered Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Assignee under the Agreement and other instruments of transfer delivered in connection with the Agreement.

1. For good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:

(a) the patents, patent applications and invention disclosures specifically listed in Annex A to this Patent Assignment; and

(b) the following properties and rights with respect to all patents and patent applications so listed in Annex A:

(i) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A,

(ii) all divisions, renewals, reissues, continuations, extensions, and (if filed by or for Assignee) continuations-in-part of the foregoing patents,

(iii) other than with respect to royalties and other payments due under license agreements executed by New Vertex with third parties prior to the Effective Date, all income, royalties, damages, and payments due or payable to the Assignor with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent, and

(iv) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Assignor in all related matters.

2. The foregoing rights in and under the patents will apply to the full end of their terms as fully as the Assignor would have held the same in the absence of this assignment. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to (a) receive all rights and benefits pertaining to the patents described above, and (b) commence, prosecute, defend and settle all

claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the patents and rights described above.

3. This Patent Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the execution of the Agreement, if and only if the such execution occurs, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 6.8 (Counterparts) of the Agreement.

The undersigned has signed this Patent Assignment on _____, 2011.

[Assignor]:

By: _____

Name: _____

Title: _____

STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

Notary Public

ANNEX A TO PATENT ASSIGNMENT

[Note: List patents granted and patent applications]

Exhibit E-2

INTELLECTUAL PROPERTY ASSIGNMENT AND CROSS-LICENSE AGREEMENT

FORM OF PATENT ASSIGNMENT

[JAPAN TEMPLATE]

譲渡証書
(兼 単独申請承諾書)
DEED OF ASSIGNMENT
(with CONSENT TO AN EX PARTE APPLICATION)

平成 年 月 日
Dated , 201_

(譲受人)
(Assignee)

住所:
Address:
名称:
Name:

当社は、当社が所有している別紙に記載の特許権・特許を受ける権利を譲渡したことをここに証します。
また、当社は、別紙に記載の権利に対する移転登録申請を、貴社が単独で行うことを承諾します。

We do hereby certify that we have assigned the Japanese Patent Right(s) and Patent Application(s) identified in the attachment to this document owned by us. Furthermore we also agree that the above assignee may, in its sole name, file an application for recordal of this (these) assignment (s) with the Japan Patent Office.

(譲渡人)
(Assignor)

住所:
Address:
名称:
Company Name:
代表取締役:
Representative:

(印)
(Sealed)

Attachment

Patent Number(s):

Patent Application Number(s):